

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | | |
|---|---|-----------------------------|
| 1. Name and Address of Registrant Myriad Creative 6033 W. Century Blvd., Suite 900 Los Angeles, CA. 90045 | | 2. Registration No. 6549 |
| 3. Name of Foreign Principal Melbourne Convention & Visitors Bureau | 4. Principal Address of Foreign Principal Collins Square Tower Two, Level 28, 727 Collins St Melbourne, Victoria 3008 Australia | |
| 5. Indicate whether your foreign principal is one of the following: | | |
| <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____ | | |
| 6. If the foreign principal is a foreign government, state: | | |
| a) Branch or agency represented by the registrant Tourism branch | | |
| b) Name and title of official with whom registrant deals Karen Bolinger, CEO | | |
| 7. If the foreign principal is a foreign political party, state: | | |
| a) Principal address | | |
| b) Name and title of official with whom registrant deals | | |
| c) Principal aim | | |

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| | | |
|-------------------|--------------------------------------|----------------|
| Date of Exhibit A | Name and Title | Signature |
| April 30, 2018 | Mike Price, Executive Vice President | /s/ Mike Price |
| | | eSigned |

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|--|---------------------------------|
| 1. Name of Registrant Myriad Creative | 2. Registration No. 0549 |
|--|---------------------------------|

3. Name of Foreign Principal

Melbourne Convention & Visitors Bureau

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Myriad engages in industry tradeshow, events and incentive house meetings to encourage meeting and incentive convention planners to book their meetings in Melbourne.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|--------------------------------------|----------------|
| April 30, 2018 | Mike Price, Executive Vice President | /s/ Mike Price |
| | | eSigned |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT BETWEEN MYRIAD MARKETING, MELBOURNE CONVENTION + VISITORS BUREAU
(MCVB) AND MELBOURNE CONVENTION & EXHIBITION TRUST (MCET)
FOR REPRESENTATION SERVICES IN NORTH AMERICA**

Parties

Melbourne Convention and Visitors Bureau of 60 City Road, Southbank, Victoria, Australia
3006 (MCVB)

Melbourne Convention and Exhibition Trust of 1 Convention Centre Place, Melbourne,
Victoria, Australia 3006 (MCET)

and

Myriad Marketing of 1334 Parkview Avenue Suite 300, Manhattan Beach CA 90266, USA
(Myriad)

Background

- 1 MCVB and MCET appoint Myriad as their representative in North America.
- 2 Myriad will have responsibility for managing sales, marketing and public relations activities on behalf of MCVB and MCET in North America.

Agreed terms

1 Interpretation

1.1 Definitions

In this document these words have the following meanings unless the contrary intention appears:

Confidential Information means this document and all information concerning MCVB, MCET or their respective businesses or operations which is made available to or obtained by Myriad from or in connection with the performance of the Representation Services under this document and which is not a matter of public knowledge or lawfully available from any other source, including without limitation marketing plans, databases, funding offers, advertising and business strategies and rates.

Delegate Days means the number of days between the move-in and move-out days at the Melbourne Convention and Exhibition Centre (MCEC) multiplied by the total number of delegates.

Intellectual Property Rights means copyright (and future copyright), trade mark, design, patent, semiconductor and circuit layout rights and all other rights (whether registered or not and whether registrable or not) generally falling within the scope of this term.

MICE Services means the provision of services relating to meetings, incentives, conventions and exhibitions.

Representation Services means the functions and services to be provided by Myriad to MCVB and MCET in North America as detailed in Schedule 1.

Sales Mission Sign-Off Sheet has the meaning given to it in clause 6.3(b).

Term has the meaning given to it in clause 3.

2 Appointment of Myriad

2.1 Representative role

- (a) MCVB and MCET appoint Myriad to perform the Representation Services during the Term and Myriad accepts the appointment on the terms and conditions contained in this agreement.
- (b) The parties acknowledge that the appointment in clause 2.1(a) is not exclusive and that nothing in this agreement prevents MCVB and/or MCET from sourcing or generating any leads of their own accord or otherwise conducting and promoting their business in North America, separately and independently of Myriad or from using a third party to do so.
- (c) Nothing in this agreement creates an agency, partnership or joint venture relationship between MCVB and MCET and Myriad. In particular, Myriad does not have the power or authority, directly or indirectly, to bind MCVB or MCET to any agreement or otherwise to contract, negotiate or enter into a binding relationship or agreement for or on behalf of MCVB or MCET.

3 Term of Agreement

This agreement commences on 1 January 2013 and expires on the 31 December 2016 (Term), unless otherwise extended by written agreement of the parties or terminated earlier in accordance with clause 12.1 or any other lawful means.

4 Performance of the Representation Services

4.1 In good faith

Myriad must perform the Representation Services in good faith and in the best interests of MCVB and MCET.

4.2 Care and diligence

Myriad must perform its obligations under this document:

- (a) in a proper and professional manner;
- (b) in accordance with prudent marketing procedures and practices;
- (c) with the standard of diligence and care normally exercised by adequately qualified and experienced persons in the performance of comparable work;

- (d) in accordance with all reasonable instructions given and timelines imposed by MCVB and/or MCET; and
- (e) in accordance with generally accepted practices appropriate to the activities undertaken.

5 Variation or termination of Representation Services

MCVB and MCET may, at any time, with 90 days written notice to Myriad, vary or terminate any part of the Representation Services. Upon receipt of such notice, Myriad must perform all such acts and do all such things as are required in order to ensure the relevant activity is so terminated or varied in accordance with the notice.

6 Fees and expenses

6.1 Remuneration - Fixed Fee

- (a) Subject to clause 6.1(b), in consideration of Myriad providing the Representation Services, Myriad will be paid an annual fee of \$300,000 USD (\$25,000 USD per month), payable monthly in advance on the first of each month.
- (b) For the first six (6) months of this agreement (or until such time as the Director, Business Development, has commenced employment), Myriad will be paid \$17,500 USD per month, payable monthly in advance on the first of each month.
- (c) Every 12 months from the commencement date of this agreement, there will be an annual increase to the monthly fee, which will be determined by MCVB and MCET in their absolute discretion. In determining such increase, MCVB and MCET may have regard to movements in the US Consumer Price Index - U (CPI).

6.2 Other Costs

- (a) In addition to the monthly fee and subject to clause 6.2(b), MCVB and MCET will reimburse Myriad for the following additional expenses incurred, to the extent these expenses relate directly to undertaking the Representation Services:
 - (i) subject to clause 6.3, travel expenses for Myriad staff to represent MCVB or MCET, to the extent that the travel required is more than 62 miles from the Myriad offices (Myriad is responsible for all costs associated with travel required within 62 miles from the Myriad offices);
 - (ii) registration fees to attend travel industry and media events;
 - (iii) reasonable trade show expenses;
 - (iv) postage and shipping (within the US and to Melbourne);
 - (v) reasonable and appropriate client entertainment; and
 - (vi) reasonable and appropriate mobile phone costs.
- (b) Myriad must seek the prior written approval of MCVB for any expenses or series of expenses of USD1,000 or greater.
- (c) Myriad must submit an invoice for all expenses with appropriate supporting material (including for example, receipts, phone bills), by the fifteenth day of the month for expenses incurred the previous month. These invoices will be settled by the end of the month in which invoiced.

- (d) Myriad must use its best endeavours to ensure that all expenses are reasonably incurred and where possible, are incurred at competitive market rates.
- (e) For the avoidance of doubt, MCVB and MCET will not be liable for any expenses incurred by Myriad under clause 6.2(a) unless Myriad has complied fully with the requirements of clauses 6.2(b), 6.2(c) and 6.2(d).

6.3 Travel whilst conducting business for MCVB/MCET

- (a) All travel on behalf of MCVB/MCET must be pre-approved by the General Manager, Business Development and Bids at MCVB's head office.
- (b) Myriad must provide to MCVB a document detailing the name of the person travelling, travel dates, destinations, purpose of travel; full cost of travel including accommodation and airfares (Sales Mission Sign-Off Sheet). A copy of the proposed itinerary is to be attached to the Sales Mission Sign-Off Sheet.
- (c) On approval of the Sales Mission Sign-Off Sheet by MCVB's General Manager, Business Development and Bids, then Myriad may proceed with reservations.
- (d) Myriad is required to attain best possible fares and accommodation rates. Wherever reasonably possible, bookings should be made at least four (4) weeks prior to travel date or earlier to maximise the opportunity to obtain best possible fares. MCVB and MCET reserve the right to require bookings on long haul flights to be made using contra and/or special fares.
- (e) A minimum of three (3) airfare quotes must be obtained for long haul international air travel (flights of 6 hours or more).
- (f) MCVB's travel policy must be followed at all times. For the avoidance of doubt, MCVB and MCET will not be liable for any travel expenses incurred which have not had prior approval under this clause 6.3 and/or which are outside of the budget determined in accordance with clause 6.5.

6.4 Ad Hoc Projects

- (a) During the course of this agreement, additional projects will be initiated and implemented as required.
- (b) Myriad will be entitled to claim expenses relating to these projects, provided that any expenses are identified and approved by MCVB and MCET prior to being incurred.

6.5 Budgets and Business Plan

- (a) In addition to the Representation Services, Myriad must develop an annual North American strategy, for consideration MCVB and MCET (North America Strategy Document).
- (b) The North America Strategy Document will include an annual calendar of agreed activities and supporting budget to be conducted in North America. Activities will include those listed in Schedule 2 and may include additional events, presentations and delegate boosting as required and as determined by MCVB and MCET in their discretion.
- (c) Once the North America Strategy Document has been approved by the Chief Executive Officers of both MCVB and MCET, the North American Strategy Document will be incorporated into the MCVB business plan (Business Plan).

- (d) Myriad will manage the administration of the annual MCVB North American representation program and budget strictly in accordance with the approved Business Plan.
- (e) Any individual program expenditure by Myriad not included in the annual MCVB North American representation program and budget over USD 1,000 must have pre-approval in writing from MCVB.

7 Intellectual Property

7.1 Database and Ownership of Contact Lists

- (a) Myriad are required to use MCVB's database (currently EBMS) as the only database system to record sales and marketing activity in relation to Melbourne, Victoria.
- (b) All right, title and interest in all leads and contact lists generated from the Representation Services of Myriad vest in MCVB and MCET upon creation by Myriad.
- (c) Myriad must, on request, deliver up to MCVB and MCET all records of such leads or lists and provide a statutory declaration, in a form acceptable to MCVB and MCET, confirming that the same has been fully completed.
- (d) Myriad must ensure that any Intellectual Property Rights in any materials created in the course of the performance of the Representation Services by (or on behalf of) Myriad, will be immediately owned by, vested in and assigned to MCVB and MCET unless the parties agree otherwise in writing. For the avoidance of doubt, this includes without limitation, all current and future content on any MCVB or MCET database (including EBMS) made available to Myriad.
- (e) Myriad must, on request by MCVB and MCET, promptly execute all documents and do all things as may be required to give effect to this clause.
- (f) In the event that MCVB reviews and consequently changes its database within the period of this agreement the above will still apply.
- (g) Upon termination of this contract, Myriad agrees to return all intellectual property to MCVB and destroy any remaining records.

8 MCVB and MCET obligations

MCVB and MCET agree:

- (a) to pay invoices delivered in accordance with this Agreement, within 15 days of receipt;
- (b) to provide Myriad with up-to-date information regarding Melbourne meetings, incentives, conferences and exhibitions (MICE) products and services available; and
- (c) to be proactive in providing Myriad with interesting information available for dissemination within the North American market to assist Myriad in undertaking the outlined services.

9 Performance

9.1 Performance Reviews

- (a) MCVB and MCET shall be entitled to periodically review the performance of Myriad in relation to the Representation Services at such times, and in such manner, as they see fit. Such review may include a review of Myriad's performance against the KPIs set out in Schedule 2.
- (b) A formal quarterly review with the Managing Partner of Myriad will be scheduled by MCVB.

9.2 KPIs

- (a) Myriad must use its best endeavours to assist MCVB and MCET to achieve the KPIs set out in Schedule 2.
- (b) MCVB and MCET reserve the right to alter the KPIs at any time, by notice to Myriad.

10 Restraint

10.1 Restraint

- (a) Myriad undertakes to MCVB and MCET that Myriad will not, during the term of this agreement (either directly or indirectly and whether alone or in partnership, or in association with another person and whether as principal, agent, representative, director, officer, employee, member, partner, joint venturer, shareholder, trustee, consultant or advisor to or in any entity or otherwise) be engaged or involved in the provision of any services the same as or similar to, the Representation Services, or enter into any agreement to be appointed as a representative (whether in a marketing capacity or otherwise) or adviser for:
 - (A) any city, town, state or province in Australia or New Zealand (other than the Northern Territory as an existing client of Myriad); or
 - (B) any person or body corporate which conducts or operates a convention, conference, accommodation, recreational, cultural, sporting establishment or other facility located in Australia or New Zealand,
(Direct Competitors).
- (b) For the avoidance of doubt, Myriad may provide MICE Services to parties who are not Direct Competitors, but must first inform MCVB and MCET in writing with reasonable details before entering into any agreement with any such party.

10.2 Construction

Each restraint in clause 10.1 constitutes a separate restraint that is severable from the other restraints. If a restraint is judged to be void, voidable, unenforceable or illegal by a court or tribunal because it goes beyond what is reasonable to protect MCVB and MCET or for any other reason, then that restraint will be severed and the other restraints remain in force.

10.3 Acknowledgements

Myriad acknowledges and agrees that:

- (a) each restraint in this clause 10 is reasonable in its scope and duration and goes no further than is necessary to protect MCVB and MCET; and

- (b) it has received legal advice or has had the opportunity of obtaining legal advice in relation to this clause 10.

10.4 Conflict of interest

- (a) In the instance that there is a potential conflict of interest with regard to a bid, where Myriad represents two or more of the competing destinations, the following procedure will apply:
 - (i) Myriad must advise MCVB as soon as practically possible of any situation that may give rise to a conflict of interest.
 - (ii) Myriad must declare, in writing, any potential conflict of interest to MCVB and/or MCET (if applicable) when asked to assist with any specific convention bid.
 - (iii) If the business has been developed by MCVB and/or MCET or by Myriad on behalf of MCVB and/or MCET, prior to the bid notification, then Myriad must work exclusively with MCVB/MCET on such bid.
 - (iv) If a lead is generated whilst Myriad is conducting lead development research on behalf of MCVB and/or MCET and other destinations represented by Myriad and these destinations are competing for the same convention, Myriad must declare a conflict of interest. In this instance Myriad must not be involved in the bid process for either party unless MCVB and MCET agree with the competing destination that Myriad will be permitted to act for MCVB and MCET and that competing destination. If MCVB and MCET agree that Myriad may also be involved with a competing destination bid in accordance with this clause 10.4(a)(iv), Myriad must put in place such confidentiality safeguards and/or Chinese wall protections as MCVB and MCET reasonably request in order to protect the confidentiality and privacy of MCVB and MCET's bid.
 - (v) All market intelligence on bids gathered by MCVB and/or MCET or by Myriad on behalf of MCVB and/or MCET must remain confidential and may not be disclosed to other destinations/companies represented by Myriad unless otherwise approved by MCVB and/or MCET.

11 Indemnity

11.1 Indemnity

Myriad indemnifies MCVB and MCET in relation to all claims for damages, costs or expenses that may be made or brought against MCVB or MCET arising as a result of or in connection with:

- (i) a breach of this agreement by Myriad (including any losses arising from the negligence or wilful misconduct of Myriad or its officers, employees, contractors or agents); or
- (ii) any breach of laws by the Myriad or any of the Myriad's employees, contractors, officers or agents.

11.2 Compliance with law

Myriad acknowledges that it is its responsibility to comply with applicable laws at all times. MCVB and MCET will not, in any circumstances, be liable for any failure by Myriad or Myriad's personnel to comply with applicable laws.

12 Termination

12.1 Early termination

- (a) After the expiration of the first year of this agreement, either party may terminate this agreement for convenience by giving three (3) months' notice in writing to the other party.
- (b) If this agreement is terminated pursuant to this clause 12.1, this agreement will terminate without prejudice to any claim either party may have against the other at the time of the termination.
- (c) Notice of termination pursuant to this clause may be given without breach by the other parties or any other reason or justification.

12.2 Termination for Breach

- (a) MCVB and/or MCET or Myriad may, in the event of any breach or default in the due and punctual observation and performance of the obligations and provisions contained in this agreement, by notice given in writing, immediately terminate this Agreement.
- (b) Where this Agreement is terminated by Myriad pursuant to this clause, MCVB shall pay all fees outstanding to the date of the breach upon which the notice of termination is based, within 14 days of termination.
- (c) Where this Agreement is terminated by MCVB pursuant to this clause, Myriad releases MCVB from payment of, and hereby forfeits, any fees which may have become payable and relate to the period subsequent to such breach.
- (d) For the avoidance of doubt, clauses 7.11, 13.1 and 13.6, survive termination.

13 General

13.1 Confidentiality

- (a) All Confidential Information will be and remain confidential between Myriad and MCVB/MCET and must not, without the prior written consent of MCVB and MCET (which consent may be withheld in MCVB and MCET's absolute discretion) be disclosed to any third person other than:
 - (i) as required by law;
 - (ii) is reasonably required to be disclosed:
 - (A) to a related body corporate;
 - (B) to a party's auditors for the purpose of conducting an audit of the party's affairs;
 - (C) for the purposes of obtaining professional advice or services in relation to this agreement; or

(D) to a party's employees to whom it is necessary to disclose the information.

(b) On termination of this document, Myriad must promptly return to MCVB and MCET all Confidential Information in its possession or control.

13.2 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

13.3 Amendment

This document may only be varied or replaced by a document executed by the parties.

13.4 Assignment

(a) Myriad must not assign or deal with any right under this document without the prior written consent of MCVB and MCET.

(b) MCVB and MCET may assign or deal with any right under this document in its absolute discretion.

13.5 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.6 Governing Law

(a) This document is governed by and is to be construed in accordance with the law of Victoria, Australia.

(b) The parties irrevocably submit themselves to the exclusive jurisdiction of the courts of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

13.7 Relationship

This document is not intended to create a partnership, joint venture or agency relationship between the parties. Neither party may hold itself out as the partner, joint venturer or agent of the other party.

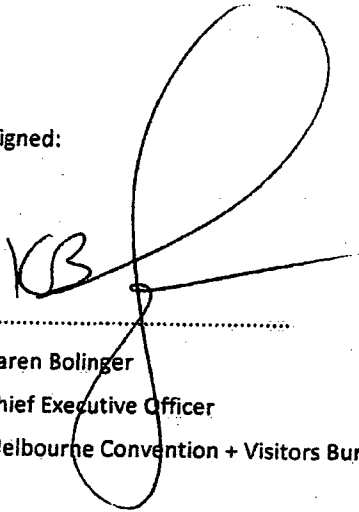
13.8 Insurance

Myriad agrees to have in place for the term of this agreement all insurance required by law, and in addition, must have professional indemnity, workers compensation and any other insurance which United States good business practice would require Myriad to have in place.

13.9 Other


Myriad Marketing, Melbourne Convention and Exhibition Trust and Melbourne Convention + Visitors Bureau enter into this Agreement in the spirit of partnership, and both parties look forward to establishing a long term and mutually successful working relationship.

Signed:



Karen Bolinger
Chief Executive Officer
Melbourne Convention + Visitors Bureau

Date: 20.12.12



Peter King
Chief Executive Officer
Melbourne Convention & Exhibition Trust

Date: 21.12.12



Al Merschen
Managing Partner
Myriad Marketing

Date: 16 Nov. 2012

Schedule 1

Representation Services

1 Function

Myriad must undertake the following functions as required:

- (a) Source and generate convention, corporate and incentive leads for Melbourne and Victoria in accordance with agreed priorities;
- (b) Lead qualification - prioritising and researching leads to qualify their business potential;
- (c) Notify MCVB and MCET of qualified leads for entering into the MCVB's database management system (currently EBMS);
- (d) Provide input into bid development and assist with presenting bids if required;
- (e) Assist with sales closure and negotiations;
- (f) Develop and maintain close working relationships with current and potential clients;
- (g) Facilitate on-going sales calls, missions and promotions within North America;
- (h) Prepare and implement an approved strategic sales and marketing plan to promote Melbourne and Victoria as a meetings, incentive and convention destination with approval and input from MCVB and MCET; and
- (i) Conduct marketing activities such as tradeshow attendance, advertising and direct mail marketing campaigns, sales calls, PR programmes and such other activities as notified to Myriad by MCVB from time to time.

1.2 Staff services

Myriad will provide two (2) full time equivalent staff members to fill the following roles:

- (a) Director, Business Development – commencing 1 July 2013; and
- (b) Business Development Manager – commencing 1 January 2013.

1.3 Sales and marketing services

Myriad will provide the following sales and marketing representation services to MCVB and MCET in North America:

- (a) Sales calls to all key stakeholders (new and potential clients);
- (b) Training;
- (c) Trade show preparation and attendance;
- (d) Sector research specific to the US market – minimum three (3) projects per annum;
- (e) Coordination of familiarisation programs;
- (f) Maintenance of contact database (MCVB database management system – currently EBMS);

- (g) Liaison with MCVB head office in Melbourne;
- (h) Monthly reports including details of sales activities, industry insights, travel trends, market intelligence, etc. (template to be provided by MCVB);
- (i) Attendance at annual sales/marketing meeting in Melbourne if required;
- (j) Review and recommend on all presented marketing opportunities;
- (k) Create marketing opportunities with appropriate partners;
- (l) Work with stakeholders including Tourism Australia, Tourism Victoria, Invest Victoria, BestCities, Airlines and other stakeholders as nominated by MCVB to Myriad from time to time; and
- (m) Provide input from Myriad Managing Partner and Executive team into MCVB's strategic plan.

1.4 Public relations services

Myriad will provide the following public relations services to MCVB and MCET in North America:

- (a) Handling all North American media inquiries relating to Melbourne "MICE" related subjects;
- (b) Monitoring of key media outlets for coverage of the destination;
- (c) Fact checking of information and articles with Melbourne "MICE" references;
- (d) Distribution of press releases issued by MCVB and MCET to Myriad's "MICE", trade and public relations database;
- (e) Story pitching, coordination of press trips and media events as required;
- (f) Attendance at appropriate events, functions and trade shows; and
- (g) Attendance at conferences, if required.

1.5 Office services

Myriad will provide the following office services to MCVB and MCET in North America:

- (a) Office infrastructure for personnel (desk, computer, office supplies etc.);
- (b) Brochure and collateral storage and distribution facilities;
- (c) Provide onsite IT support as required;
- (d) Exclusive MCVB phone, fax and Internet lines; and
- (e) Myriad support staff as needed, including reception and administrative assistance.

Schedule 2

KPI's

- Myriad's obligation to meet the KPI requirements will begin on 1 January 2013 and are applicable for the Term.

| KPI (July to June each year) | Target |
|---|--|
| Target for MCEC Delegate Days per decision year | MCVB target: 230,000 days Target contribution from North American market: 25% of 230,000 days (57,500 days) |
| Target for Economic Impact (As calculated by the State Government of Victoria) | MCVB target: \$303 million Target contribution from North American market: 25% |
| Generation and qualification of new leads | MCVB target: 550,000 delegate days Target contribution from North American market: 25% |
| Bid conversion rate – percentage of all bid submitted that are won for Melbourne | 65% of all bids won |
| Sales Activity Targets | Activity |
| Trade shows | IMEX Las Vegas |
| Sales missions | Minimum 6 per annum |
| Sector-specific research projects | Minimum 3 per annum |
| Trace activity | All traces reviewed and updated within 7 days |